

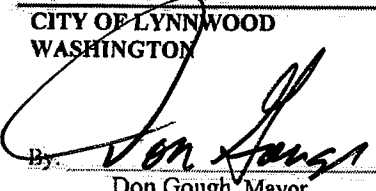

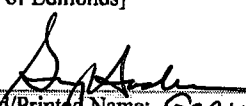
CITY OF LYNNWOOD
Contract Title: Prisoner Transport Agreement
Contract Number: 479

Addendum for Year 2010

The following amends the original Interlocal Contract between the City of Lynnwood and the City of Edmonds, originally dated, January 1998. This Addendum extends the Contract duration and becomes a part of the Contract documents. The items below clarify or modify the original Contract as follows:

1. **TERM OF CONTRACT:** This modifies section 3, Term of Contract, in the originating Contract. This extends the duration of the Contract until **December 31, 2010**, unless otherwise terminated in writing by either party.
2. **COMPENSATION:** Annual compensation increases from \$41,938.68 to \$44,217.00. The Edmonds portion of this divided interlocal agreement with Whatcom County Sheriff's Office will be **\$14,739.00**.
3. All remaining Contract terms and conditions remain unchanged.

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement as of the date first above written

<p>CITY OF LYNNWOOD WASHINGTON</p> <p>By:  Don Gough, Mayor</p> <p>Date: <u>1-20-10</u></p> <p>ATTEST:</p> <p> John Moir, Finance Director</p> <p>Date: <u>1-20-10</u></p>	<p>Other Agency <u>City of Edmonds</u></p> <p>[City of Edmonds]</p> <p>By:  Typed/Printed Name: <u>GARY HAAKENSEN</u> Its <u>MAYOR</u> Date: <u>12-31-09</u></p>
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5415
CON-5-14-1
1-20-10 to 12-31-10

**INTERLOCAL COOPERATIVE AGREEMENT
NORTHWEST MINICHAIN WITH LYNNWOOD**

THIS AGREEMENT is made and entered into by and between the City of Lynnwood, Washington ("Lynnwood") and Whatcom County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE

The purpose of this agreement is to provide for transportation services for prisoners for Lynnwood for a period beginning on the First day of January, 2010 and ending on the Thirty-first day of December, 2010. Lynnwood and Whatcom County agree to the terms and conditions incorporated herein.

2. RESPONSIBILITIES:

Prior to signing this agreement, Lynnwood has determined that there exists a public need for the services to be provided hereunder, and that it is appropriate that public funds be expended to meet this need.

Lynnwood acknowledges Whatcom County's operational control of its jail facilities and agrees that prisoners transported on the Northwest Mini-Chain van by Whatcom County will be subject to Whatcom County Jail policies and procedures.

Whatcom County covenants to perform the following transportation services:

Provide inmate transportation services via the Northwest Mini-Chain for the City of Lynnwood with at least one (1) trip per weekday, the time of which shall be mutually agreeable to the County and The City of Lynnwood, as follows:

- a) To pick up inmates from any Northwest Mini Chain contracted city or county jail along the I-5 corridor, with King County Jail being the southernmost point.
- b) Provide driver and vehicle to accomplish above transportation services. Schedules will be set up in advance by telephone.

3. TERM OF AGREEMENT:

The term of this Agreement shall be from January 1, 2010 through December 31, 2010, regardless of date of signature.

The terms of this agreement shall be subject to review and revision in September of 2010 for renewal in January 2011.

4. MANNER OF FINANCING:

Funds for the payment of services to be rendered under this Agreement have been budgeted, allocated and are available for this purpose. This agreement shall not obligate Lynnwood in excess of the balance of funds available for this purpose, nor shall it obligate Whatcom County to perform services, which are not budgeted. The source of funds is the City of Lynnwood budget.

Whatcom County shall provide Lynnwood with an invoice for services rendered on a quarterly basis. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

This compensation is calculated on the actual percentage of usage by Lynnwood of the total cost of the Northwest Minichain Transport System, and as such will not require a quarterly breakdown of actual transports.

Annual Compensation: \$44,217.00

Quarterly Invoices:

March 31, 2010	\$11,054.25
June 30, 2010	\$11,054.25
September 30, 2010	\$11,054.25
December 31, 2010	\$11,054.25

5. **ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under or greater than this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 The County's representative shall be the Whatcom County Executive, and Sheriff Bill Elfo

5.2 Lynnwood's representative shall be Karen Manser, Deputy Chief.

6. **TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. **INDEMNIFICATION:** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.

8. **TERMINATION:** Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be

considered a waiver of any prior or subsequent breach. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

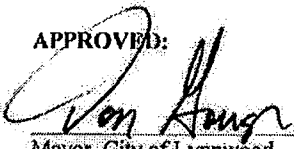
10. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____.

CONTRACTOR:

APPROVED:



Mayor, City of Lynnwood

11-19-09
Date

RECOMMENDED FOR APPROVAL:

Chief of Police

Date

APPROVED AS TO FORM:

Lynnwood City Attorney

Date

ATTEST:

Finance Director

Date

STATE OF WASHINGTON)

) Ss.

COUNTY OF _____)

On this ____ day of _____, 20 __, before me personally appeared Don Gough, to me known to be the Mayor of Lynnwood and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington, residing at
My commission expires _____

WHATCOM COUNTY:
Recommended for Approval:


Bill Elfo, Sheriff

Date

Approved as to form:


Prosecuting Attorney

Date

Approved:

Accepted for Whatcom County:

By: _____

Pete Kremen, Whatcom County Executive

STATE OF WASHINGTON)

) Ss

COUNTY OF WHATCOM)

On this _____ day of _____, 20 __, before me personally appeared Pete Kremen, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington, residing at

_____. My commission expires _____.

CONTRACTOR INFORMATION:

City of Lynnwood

Don Gough, Mayor

Address: PO Box 5008
20525 60th Ave. West
Lynnwood, WA 98046-5008
Contact Name: Gary Kaufman, CPM
Contact Phone: 425.670.6279
Contact FAX: 425.778.5632
Contact Email: gkaufman@ci.lynnood.wa.us

WHATCOM COUNTY
NW Minichain Per Diem
Based on Budget Year 2010

EXPENDITURES

Operating Expenditures

Salary & Benefits (Exhibit A)	\$ 151,232
Overtime (Exhibit F)	40,512
Small Tools	200
Telephone	600
Equipment Rental (Exhibit B)	91,200
Admin Cost Allocation (Exhibit C)	10,156
Insurance Premiums (Exhibit D)	5,880
Equipment (Exhibit E)	22,346
Total Operating Expenditures	\$ 322,126

Jail Administration

Jail Administration Labor (Exhibit G)	\$ 10,837
Total Jail Administration	\$ 10,837

TOTAL EXPENDITURES

\$ 332,963

NW MINICHAIN PER DIEM

Number of Inmates Transported per Year:*

3,719

\$ 90

*Estimate based on actual inmates transported from 07/08-06/09.

Agencies	Total Inmates		Percentage Share	Total Amount
	Transported			
Island	132	3.55%	\$	11,820
Oak Harbor	20	0.54%	\$	1,798
Skagit*	339	9.43%	\$	31,398
Marysville*	444	12.26%	\$	40,821
Snohomish*	1919	51.92%	\$	172,874
Lynnwood*	482	13.28%	\$	44,217
Shared(Western)	59	0.00%	\$	-
Whatcom*	324	9.02%	\$	30,035
	3719	100.00%	\$	332,963

*Agencies share Western equally.

3719

Exhibit A

2010 Salary & Benefits

Employee	Salary	Social Security	Work Comp	UE	Retirement	Medical	Dental	Vision	Life	EAP	TOTAL*
Greenhalgh, Todd	54,864	4,197	2,704	165	4,351	10,596	1,056	147	90	31	78,201
Mosier, Jeffrey	50,403	3,856	2,704	151	3,997	10,596	1,056	147	90	31	73,031
	105,267	8,053	5,408	316	8,348	21,192	2,112	294	180	62	151,232

*These amounts are from the 2010 Personnel Cost Summary.

Exhibit B

2010 Equipment Rental

Vehicles	ER&R Rental Rate
Eagle Bus (spare vehicle)	\$ 16,800
Braun Bus (primary vehicle)	50,400
ASR 2009-4249-Increase ER&R rates	24,000
Total	\$ 91,200

Exhibit C

2010 Administration Cost Allocation

Jail Admin Cost Allocation	\$ 464,626
Jail FTEs	91.5
Cost per FTE	5,078
Jail Minichain Cost (5078 x 2 FTEs)	<u>\$ 10,156</u>

Exhibit D

2010 Insurance Premiums

Vehicles	
Premium	\$ 10,858
Number of Vehicles	16.5
Cost Per Vehicle	\$ 658
Jail Minichain Cost (658 x 2 vehicles)	<u>\$ 1,316</u>
Personal Liability	
Premium	\$ 42,135
Jail FTEs	91.5
Cost Per FTE	\$ 460
Jail Minichain Cost (460 x 2 FTEs)	<u>\$ 920</u>
General Liability-(All Jail FTEs)	
Premium	\$ 7,022
Jail FTEs	91.5
Cost Per FTE	\$ 77
Jail Minichain Cost (77 x 2 FTEs)	<u>\$ 154</u>
General Liability-(Only Correction Officers)	
Premium	\$ 129,099
Jail Correction Officers/Sergeants FTEs	74
Cost Per FTE	\$ 1,745
Jail Minichain Cost (1745 x 2 FTEs)	<u>\$ 3,490</u>
TOTAL INSURANCE PREMIUM	<u><u>\$ 5,880</u></u>

Exhibit E

Equipment Purchased

Equipment	Yr Purchased	Amount	Life	Depr. Per Year
New NW Transport Bus	2007	\$ 223,458	10	\$ 22,346
				<u>\$ 22,346</u>

Exhibit F

2010 Overtime

Employee	Salary Based on Hours	Less Vacation Hrs	Less Sick Hrs*	Actual Hours**
Greenhalgn, Todd	2,080	136	48	1,896
Mosier, Jeffrey	2,080	124	48	1,908
Various employees fill in during vacations and sick time	-	-	-	356
Total Hours	4,160	260	96	4,160

*Sick estimated at 4 hours/month

**Actual hours should total 4160.

Overtime Amount (For Vacation & Sick Leave)

Total 2010 Salary for Correction Officers	3,597,035
Number of Correction Officers	66
Average salary per Correction Officer	\$ 54,501
Average hourly rate per Correction Officer	\$ 26.20
Average overtime rate per Correction Officer	\$ 39.30
Overtime hours	356
Overtime amount	\$ 13,991

Vacation & sick leave overtime	\$ 13,991
NW Minichain overtime (estimate based on prior years)	\$ 20,000
Total Overtime	\$ 33,991
Social security (33,991*7.65%)	2,600
Worker Comp (865 hrs*1.30)*	1,125
Unemployment (33,991*.3%)	102
Retirement (33,991*7.93%) (assuming PERS)	2,695
Total Overtime & Benefits	\$ 40,512